

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

AFFILIATED FM INSURANCE COMPANY, a/s/o
Ingenious Designs, LLC and HSN, Inc.,

Plaintiff,

v.

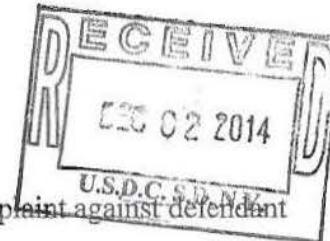
HANJIN SHIPPING CO., LTD. a/k/a HANJIN
SHIPPING CO.,

Defendant.

14 CV 9498

) Case No.: JUDGE FURMAN

COMPLAINT IN ADMIRALTY



Plaintiff, by and through its attorneys, as and for their Complaint against defendant
HANJIN SHIPPING CO. LTD. a/k/a HANJIN SHIPPING CO. ("Hanjin" or "Defendant")
alleges upon information and belief as follows:

JURISDICTION AND VENUE

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the
Federal Rules of Civil Procedure and within the admiralty jurisdiction of this Court pursuant to
28 U.S.C. §1333.

2. The Court also has pendent, ancillary and supplemental jurisdiction pursuant to 28
U.S.C. § 1367.

3. Venue is proper in this district pursuant to 28 U.S.C. §1391. Hanjin's Bill of
Lading mandates suit in this venue.

4. Alternatively, Hanjin does business in the State of New York and is subject to the
jurisdiction of this Court.

5. Further alternatively, Hanjin is subject to *in personam* jurisdiction in this Court
pursuant to Rule 4(k)(2) of the Federal Rules of Civil Procedure.

PARTIES

6. Plaintiff is a corporation organized and existing pursuant to the laws of one of the states of the United States with its principal place of business at 270 Central Avenue, Johnston, Rhode Island, 02919 and was the insurer of the shipments which are the subject matter of this action.

7. Hanjin is a corporation organized and existing under the laws of a foreign country with its principal place of business in a foreign country, and was and now is engaged in business as a carrier of merchandise by sea, rail and by road for hire and maintains a place of business in New York.

8. Hanjin is a corporation organized and existing under the laws of a foreign country with its principal place of business in a foreign country, and was and now is engaged in business as a carrier of merchandise by sea, rail and by road for hire and maintains a place of business at 80 East Route 4, Suite 200, Paramus, NJ 07652.

FACTS

9. On or about November 2013, there was shipped and delivered to Hanjin a consignment of hangers and related items then being in good order and condition, and Hanjin accepted the shipment so shipped and delivered to them, and in consideration of certain agreed freight charges thereupon paid or agreed to be paid, agreed to transport and carry said shipments to the port of Savannah, Georgia and deliver same in like good order to Tennessee, all in accordance with the terms and conditions of certain bills of lading issued by Hanjin. (the "Shipment").

10. Hanjin failed to make delivery of the Shipment in like good order and condition as when shipped, delivered to and received, all in violation of its obligations as a carrier.

12. Plaintiff and its assureds have performed all conditions on their parts to be performed.

13. By reason of the foregoing, Plaintiff has sustained damages, as nearly as can now be estimated, no part of which has been paid although duly demanded, in the sum of \$55,000.

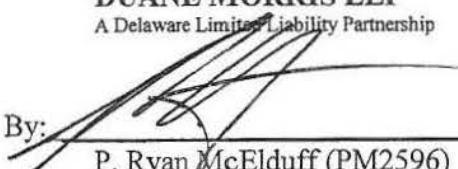
PRAYER

WHEREFORE, plaintiff prays that judgment may be entered in favor of plaintiff against defendants for the amount of plaintiff's damages, together with interest and costs, the disbursements of this action and reasonable attorneys fees; and that this Court will grant to plaintiff such other and further relief as may be just and proper.

Dated: December 1, 2014

DUANE MORRIS LLP
A Delaware Limited Liability Partnership

By:



P. Ryan McElduff (PM2596)
James W. Carbin (JC5004)
Attorneys for Plaintiff Affiliated FM
Insurance Company, a/s/o Ingenious
Designs, LLC and HSN, Inc.
One Riverfront Plaza
1037 Raymond Boulevard, Suite 1800
Newark, New Jersey 07102-5429
(973) 424-2000
PRMcElduff@duanemorris.com
JWCarbin@duanemorris.com